

Louis Niedelman, Esquire  
(New Jersey 254601969)  
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Atlantic City, NJ 08401  
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*lniedelman@cooperlevenson.com*  
File No. 60696-00004  
Attorney for Defendant Harford Mutual Insurance Company

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE

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|                                   |   |                          |
|-----------------------------------|---|--------------------------|
| SOCRATES BRUNO-GONZALEZ,          | : |                          |
|                                   | : |                          |
| Plaintiff,                        | : | CIVIL ACTION NO.         |
|                                   | : |                          |
| vs.                               | : | Civil Action             |
|                                   | : |                          |
| HARFORD MUTUAL INSURANCE COMPANY, | : | <b>NOTICE OF REMOVAL</b> |
|                                   | : |                          |
| Defendant.                        | : |                          |
|                                   | : |                          |
|                                   | : |                          |

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TO: Clerk, US District Court, DNJ  
Mitchell H. Cohen US Courthouse  
1 John F. Gerry Plaza  
Camden NJ 08101

**PLEASE TAKE NOTICE** that Defendant Harford Mutual Insurance Company (“Harford”),<sup>1</sup> by and through its counsel Louis Niedelman, Esquire of the law firm of Cooper Levenson, P.A., hereby says as follows:

1. Plaintiff has filed a lawsuit against Harford in the Superior Court of New Jersey, Law Division, Middlesex County (the “State Court Complaint”). The State Court Complaint filed by Plaintiff in this matter bears docket number MID-L-504-18, and was electronically filed

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<sup>1</sup> Harford was erroneously spelled “Hartford” in Plaintiff’s State Court Complaint.

on January 24, 2018. A true copy of the State Court Complaint is attached hereto, made part hereof, and marked as **Exhibit A**.

2. No answer has been filed to the State Court Complaint and no further proceedings have either occurred or has been scheduled to occur in the State Court Action.

3. This Notice of Removal is being filed on behalf of Harford based on diversity jurisdiction.

4. 28 U.S.C. § 1332(a)(1) requires that an action founded on diversity jurisdiction be between citizens of different states.

5. Upon information and belief, Plaintiff is a citizen of New Jersey.

6. At all times relevant to this matter, Plaintiff was employee at Joseph Daniels Landscaping, LLC.

7. At all times relevant to this matter, Harford issued automobile insurance #6058189 to Joseph Daniels Landscaping, LLC.

8. In the State Court Complaint, Plaintiff alleges injury caused by a negligent underinsured motor vehicle operator and seeks UIM benefits from Harford. (Exhibit A).

9. Defendant Harford is a corporation incorporated in Maryland, with its principal place of business in Maryland.

10. This matter is not a direct action against a tortfeasor's insurer; rather, it is an action against the insured's insurer for UIM coverage. As such the "direct action" provision of 28 U.S.C. § 1332(c)(1) does not apply. See Walborn v. Szu, Civ. No. 08-6178, 2009 U.S. Dist. LEXIS 29156, 2009 WL 983854 (D.N.J. 2009).

11. Pursuant to 28 U.S.C. § 1332(a), the amount in controversy must exceed \$75,000, exclusive of interest and cost.

12. The State Court Complaint alleges that Plaintiff suffered “severe and serious permanent injuries resulting in pain and mental anguish.” (Exhibit A).

13. Upon information and belief, the amount in controversy exceeds \$75,000.

14. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332.

15. This action is removable pursuant to 289 U.S.C. § 1441(a).

16. Harford is not a citizen of New Jersey, and is not precluded from removal to federal court pursuant to 28 U.S.C. § 1441(b).

17. No other Defendants are named in this action.

18. This Notice of Removal is being filed with this Court within thirty (30) days after Harford had first notice of the State Court Action by way of their receipt of a copy of the Summons and Complaint in the State Court Action.

19. No previous Notice of Removal has been filed with this Court.

20. This Notice of Removal has been prepared and shall be served on the parties and with the Clerk of the Superior Court of New Jersey, Middlesex County, pursuant to the provisions of 28 U.S.C. §1441 and 28 U.S.C. § 1446(d).

WHEREFORE, the removing party, Harford Mutual Insurance Company hereby requests that the above-entitled action be removed from the Superior Court of New Jersey, Law Division, Middlesex County to the United States District Court for the District of New Jersey, Camden Vicinage.

COOPER LEVENSON, P.A.

By:

*/s/Louis Niedelman*

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Louis Niedelman, Esquire  
Attorneys for Defendants,

Dated: February 15, 2018

CLAC 4358063.1

# **EXHIBIT A**

Frank A. Tobias, Esq., LLC  
1107 Convery Blvd.  
Perth Amboy, NJ 08861

1107 Convery Blvd.  
Perth Amboy, NJ 08861

**CERTIFIED MAIL**

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861769.03  
062S1183806194  
08861  
US POSTAGE  
FIRST-CLASS  
**\$6.470**

Hartford Mutual Insurance Company  
200 N. Main St.  
Bel Air, MD 21014

21014-Sub 499

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***Frank A. Tobias, Esq., LLC***  
Attorney at Law

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**1107 Convery Boulevard, Route 35 South**  
**Perth Amboy, New Jersey 08861**  
Telephone: (732) 324-7777  
Fax: (732) 324-1545

Member of the New Jersey Bar  
and NY Bar

January 24, 2018

Hartford Mutual Insurance Company  
200 N. Main St.  
Bel Air, MD 21014

**Re: Socrates Bruno-Gonzalez v. Hartford Mutual Insurance Company**  
**Docket No. MID-L-504-18**

Dear Sir/Madam:

I enclose herein copy of Summons and Complaint regarding the above captioned matter.

Service is being made upon you according to NJ Rule 4:4-4 (a).

Please arrange for an Answer to be filed to the Complaint.

Very truly yours,

  
FRANK A. TOBIAS

FAT/bh  
Enclosures  
Certified Mail – R.R.R. #7009 3410 0001 0584 5692

1107 Convery Boulevard  
Perth Amboy, NJ 08861  
Attorney ID: 032191992  
(732)324-7777  
Attorney for Plaintiff

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|                           |   |                              |
|---------------------------|---|------------------------------|
| SOCRATES BRUNO-GONZALEZ   | : | SUPERIOR COURT OF NEW JERSEY |
| Plaintiff,                | : | LAW DIVISION                 |
|                           | : | MIDDLESEX COUNTY             |
| vs.                       | : | DOCKET NO. MID-L-504-18      |
| HARTFORD MUTUAL INSURANCE | : | CIVIL ACTION                 |
| COMPANY                   | : | SUMMONS                      |
| Defendants.               | : |                              |

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**From the State of New Jersey To the Defendant(s) named above:**

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf)). If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiffs demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

Dated: January 24, 2018

  
S/ **MICHELLE M. SMITH**  
Superior Court Clerk

Name of Defendant to above Served: Hartford Mutual Insurance Company, 200 N. Main St., Bel Air, MD 21014

**FRANK A. TOBIAS, ESQ. LLC**

1107 Convery Boulevard

Perth Amboy, NJ 08861

Attorney ID: 032191992

(732)324-7777

Attorney for Plaintiff

SOCRATES BRUNO-GONZALEZ

Plaintiff,

vs.

HARTFORD MUTUAL INSURANCE  
COMPANY

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX COUNTY

DOCKET NO. M1D-L-504-18

CIVIL ACTION

COMPLAINT &amp; JURY DEMAND

Plaintiff, Socrates Bruno-Gonzalez, residing at 116 N. Raleigh Avenue, Atlantic City, New Jersey, by way of Complaint against the Defendant, says:

**FIRST COUNT**

1. Defendant Hartford Mutual Insurance Company (Hartford) is an insurance company authorized to transact business in New Jersey and routinely conducts business in Middlesex County.

2. At all times relevant herein, Hartford issued automobile insurance policy #6058189 to Joseph Daniels Landscaping, LLC which included underinsured motorist coverage in the amount of \$1,000,000.

3. On December 2, 2016, Plaintiff was loading the truck insured by Hartford and owned by Joseph Daniels Landscaping LLC. Plaintiff drove the truck to Dorset Avenue in Ventnor City, New Jersey prior to the accident. Plaintiff was an employee of Joseph Daniels Landscaping, LLC.

4. At the time and place aforesaid, Andreas A. Kozonas owned and operated a vehicle traveling on Dorset Avenue in Ventnor City, New Jersey.

5. Andreas A. Kozonas was careless, reckless and/or negligent in the operation of his vehicle resulting in an accident crashing into both Plaintiff and the vehicle insured by Hartford and owned by Joseph Daniels Landscaping, LLC.

6. As a result of the negligence of Andreas A. Kozonas, Plaintiff was caused to suffer severe and serious permanent injuries resulting in pain and mental anguish. As a result of the injuries aforesaid, Plaintiff was required to expend monies for medical care and attention and will be required to undergo future medical treatment and attention.

7. Plaintiff initiated a claim against Andreas A. Kozonas which previously settled for \$15,000.00 from a policy providing bodily injury coverage in the amount of \$15,000. The foregoing settlement represented all available insurance coverage for Andreas A. Kozonas regarding this accident.

8. Pursuant to the terms of the policy of Joseph Daniels Landscaping, LLC, Plaintiff demanded UIM benefits from Hartford.

9. To date, Hartford has failed to present Plaintiff with an offer and thus, the parties have not agreed on an amount of damages recoverable by Plaintiff.

10. Pursuant to the terms of the policy, Plaintiff now files this Complaint seeking UIM benefits from Hartford.

**WHEREFORE**, Plaintiff, Socrates Bruno-Gonzalez, demands judgment against Defendant, Hartford Mutual Insurance Company, herein for underinsured motorist benefits in an amount sufficient to compensate him for his injuries together with attorney fees, interest, costs of suit and all other remedies deemed equitable and just.

**JURY DEMAND**

Plaintiff, Socrates Bruno-Gonzalez hereby demands a trial by jury on all issues so triable.

**TRIAL COUNSEL DESIGNATION**

Pursuant to Rule 4:25-4, Frank A. Tobias, Esq., has been designated as trial counsel on behalf of the Plaintiff in the above-captioned matter.

**CERTIFICATION**

1. Pursuant to Rule 4:5-1, the undersigned hereby certifies that at the time of filing of this pleading, the matter in controversy is not the subject of any other action pending in any Court and/or Arbitration proceeding.
2. I also understand that at this time there are no other parties to my knowledge, that should be named in this lawsuit.
3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: 

FRANK A. TOBIAS

Dated: January 24, 2018

## Civil Case Information Statement

**Case Details: MIDDLESEX | Civil Part Docket# L-000504-18**

Case Caption: BRUNO-GONZALEZ SOCRATES VS  
HARTFORD MUTUAL INSU

Case Initiation Date: 01/24/2018

Attorney Name: FRANK A TOBIAS

Firm Name: FRANK A. TOBIAS, ESQ., LLC

Address: 1107 CONVERY BLVD

PERTH AMBOY NJ 08861

Phone:

Name of Party: PLAINTIFF : Bruno-Gonzalez, Socrates

Name of Defendant's Primary Insurance Company

(if known): HARTFORD MUTUAL INS CO

Case Type: UM OR UIM CLAIM (INCLUDES BODILY INJURY)

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE**

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? YES

If yes, for what language:

SPANISH

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b)

01/24/2018  
Dated

/s/ FRANK A TOBIAS  
Signed